

Attachment 4.16-A

The following is a description of the cooperative arrangements with the State Health and State Vocational Rehabilitation Agencies and with Title V grantees:

- (a) The Division of Health-Bureau of Child Health and the Division of Welfare-Bureau of Benefit Payments, through written agreement, provide a clear understanding of the mutual objectives, respective responsibilities, and the relationship between Title XIX (Medical Assistance) Program in the Early and Periodic Screening Diagnosis and Treatment Program in Idaho. This Agreement provides for communication, reciprocal referral and joint cooperation. It designates staff functions and appropriate arrangements for screening and treatment. Medical care and services within the scope of the Title XIX program will be paid for under the Title XIX program.
- (b) A written agreement between the Department of Health and Welfare and Vocational Rehabilitation Services of the Department of Education, provides for a clear understanding of the mutual objectives and respective responsibilities of each agency in the rehabilitation of eligible Medicaid recipients. An agreement provides for reciprocal referral of eligible recipients for services of the other agency. Local staff of both agencies have been appraised of the terms of the agreement toward the objective of providing the services of both agencies to greatest advantage to eligible recipients. Diagnostic procedures may be provided by either agency prior to referral. In cases of those recipients requiring medical rehabilitation, the Department will pay for medical care and services within the content of care and services of the Medical Assistance program, whereas Vocational Rehabilitation will pay for prostheses, appliances, and intensive and long-term therapy. In cases of those eligible recipients requiring vocational rehabilitation training, the Department of Health and Welfare will pay for medical care and services within the content of care and services of the Medical Assistance program and Vocational Rehabilitation Services will pay the costs of training and training supplies.
- (c) Copies of Agreements between the Division of Welfare and Division of Health, and copies of three (3) Agreements between Vocational Rehabilitation Division and the Department of Health and Welfare are available for reference.

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## MEMORANDUM OF AGREEMENT

### Background

The Division of Health, through the Bureau of Child Health, and the Division of Welfare, through the Bureau of Benefit Payments, Department of Health and Welfare, have both respective and mutual responsibilities in providing medical services to Idaho citizens. To enhance a cooperative and a coordinative relationship between these Bureaus in carrying out these responsibilities and to meet the requirements of the Social Security Act, a formal agreement is hereby executed.

### Applicability

This agreement specifically refers to relationships of the two Bureaus as relating to the Title XIX (Medical Assistance) Program in the Early and Periodic Screening Diagnosis and Treatment program in Idaho.

### Section I - General

1. Bureau Chiefs will maintain regular communication, both formal and informal, on all program aspects. Meetings shall be held between appropriate staff members as necessary to review the program and to maintain positive, mutual working relationships.
2. The State Coordinator office staff shall be physically housed with the Bureau of Child Health and will include one State Coordinator position and part-time secretarial support to the extent to 0.10 FTE. The position of State Coordinator is funded 25% by Division of Health General Fund and 75% by Medicaid, through the Bureau of Benefit Payments.
3. The State Coordinator shall participate in training sessions in both Bureaus dealing with provision of medical services, standards of care, Outreach, and Quality Control.
4. Professional staff of each Bureau and each Division will be available to the State Coordinator for advisory services relative quality assurance, to development of policies and program content, and to achieve the goals and objectives of the program.

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## Section II - Regional Staff

1. Regional staff are located in regional community rehabilitation (A/CDC) offices and are responsible for service delivery and early identification of eligible individuals under 21 years of age in need of medical or remedial services.
2. Staff for regional offices shall consist of part-time coordinator responsible for supervision of the regional Outreach staff, and either employed or contracted Outreach workers and screeners. Regional coordinators shall report to the supervisor, Adult and Child Development Center.
3. Regional staff shall be responsible, under direction of the State Coordinator, for contracting for local service delivery as necessary.
4. State Coordinator shall act in advisory capacity to regional staff and assist in coordinating plans for health care provided or arranged for recipients and handling of reciprocal referrals.
5. Regional staff time shall be reimbursed by 25% general fund (Regional) and 75% by Medicaid for administrative and support services, and at the prevailing match rate through the regular Medicaid billing (MMIS) system for developmental screening services provided.

## Section III - Reports

1. The State Coordinator shall be responsible for overseeing the provision of necessary reports at all levels. These reports include the HCFA 156, Monthly Statistical Report, the Quarterly Child Health Status Report (when initiated), and lists for penalty monitoring sample purposes as requested. These are generated both manually and by computer and must be presented as a State total report. Regular progress reports will be made through the Bureau of Child Health.
2. Staff from the Bureau of Benefit Payments and the Bureau of Research and Statistics will be available to the State Coordinator to assist in compiling and submitting these reports.

## Section IV - Staff

1. Responsibility for day-to-day activity effectuating this agreement shall be lodged with the Chief, Bureau of Child of Health, and the State Coordinator for the EPSDT program for the Division of Health,

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and the Chief, Bureau of Benefit Payments, for the Division of Welfare.

2. Recommendations for program modifications may originate within either Bureau and will be presented for both Bureaus' approval.

This Memorandum of Agreement will be in continuous effect subject to annual review and/or revision by the two Divisions.

E.S. Gallagher MD.  
Edward S. Gallagher, M.D.  
State Health Officer  
Division of Health / 6 FEB '81

Theo M. Murdock  
Theo M. Murdock  
Administrator  
Division of Welfare

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DEPT. OF HEALTH & WELFARE  
BUREAU OF BENEFIT PAYMENTS

**COOPERATIVE AGREEMENT  
BETWEEN  
THE IDAHO DEPARTMENT OF HEALTH AND WELFARE  
AND  
THE IDAHO DIVISION OF VOCATIONAL REHABILITATION**

Pursuant to Section 1902(a)(11) and (22)(c) of the Social Security Act requiring arrangements and agreements between the Medicaid agency and State Vocational Rehabilitation agencies, the Department of Health and Welfare, Division of Welfare, hereinafter referred to as DHW and the Idaho Division of Vocational Rehabilitation, hereinafter referred to as IDVR, hereby agree to make maximum use of services as follows:

**FUNCTIONS TO BE PERFORMED BY THE DEPARTMENT OF HEALTH AND WELFARE**

- A. The DHW shall report promptly, to IDVR, any major changes in program policy or procedures that might affect DHW payment for services;
- B. The DHW shall agree to participate and exchange information with IDVR to assure effective rehabilitation planning, avoid duplication, and prevent unmet needs.
- C. The DHW shall pay for Medicaid eligible recipients for those services covered under the amount, duration, and scope of Medicaid after all other third party payments are paid, and before IDVR payment.

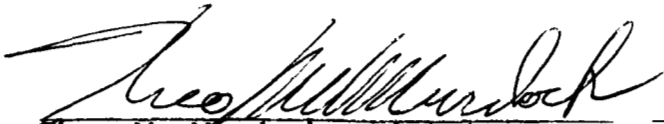
**FUNCTIONS TO BE PERFORMED BY THE IDAHO DIVISION OF VOCATIONAL REHABILITATION**

- A. The IDVR shall report promptly, to DHW, any major changes in program policy and procedures that might affect IDVR payment for services, rehabilitation coverage, and plans.
- B. The IDVR shall agree to participate and exchange information with DHW to assure effective rehabilitation planning, avoid duplication, and prevent unmet needs.
- C. The IDVR shall pay for medical care, training costs, other necessary services, and child care costs within the scope of IDVR payment after payment by all other third parties and after payment by DHW which includes Medicaid payment for eligible recipients.

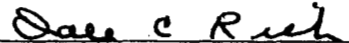
RECIPROCAL FUNCTIONS

- A. The signing of this Agreement shall not affect the programs of either agency.
- B. The agencies will not discriminate as to acceptance, determination of services, or employment in regard to race, color, creed, sex, age, or handicap.
- C. The staff of DHW and IDVR shall meet both formally and informally to review specific case problems, to maintain a positive working relationship and make maximum use of services.
- D. The staff of DHW and IDVR shall meet periodically to evaluate progress, exchange reports, and develop objectives and goals to maximize the services of the Medicaid-Vocational Rehabilitation services interface.

The conditions of this Agreement may be terminated upon thirty (30) days written notice from either agency.

  
Theo M. Murdock, Administrator  
Division of Welfare  
Idaho Department of Health and  
Welfare

2-4-81  
Date

  
Dale Rich, Administrator  
Idaho Division of Vocational  
Rehabilitation

2-9-81  
Date

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COOPERATIVE AGREEMENT  
FOR THE EXCHANGE OF INFORMATION

I. PARTIES

This cooperative agreement is entered into between the Idaho Department of Health and Welfare and the Idaho Department of Education, Division of Vocational Rehabilitation.

II. PURPOSE

The purpose of this agreement is to establish a means of exchanging information contained in the records of patients or clients, applicants or recipients and to authorize the parties' respective representatives to furnish such information in compliance with the law.

III. DUTIES OF PARTIES TO THE AGREEMENT

The Idaho Department of Health and Welfare and the Idaho Department of Education, Division of Vocational Rehabilitation have the following duties and responsibilities.

- A. Initial Approval of Release of Information: To secure in the space provided at the end of this agreement, the signatures of the appropriate officials of the Department of Health and Welfare, and the Department of Education, Division of Vocational Rehabilitation who have official responsibility for CUSTODY of the Departmental records from which information is sought, stating that such release is not contrary to Title 5, Chapter 1, "Protection and Disclosure of Department Records", Rules and Regulations of the Department of Health and Welfare and that such release is not contrary to Chapter 2, Section 2.4, Confidential Information for the Division of Vocational Rehabilitation and/or section 1661.47 of the Federal Regulations for Confidential Information.

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- B. Identification of Need: To clearly identify the needs and services to be provided, which necessitates the exchange of information. The specific nature of the information sought from each party to the agreement includes all social, medical, psychological and psychiatric records on specific individuals, whether created by personnel of the parties to this agreement through direct contact with the specific individuals or created by contacts with other individuals who have furnished appropriate information to the parties to this agreement.
- C. Identification of the Use and Distribution of Final Product: To clearly identify that the use of which the information specified in Part III, B, will be put is: to adjudicate disability claims for the Department of Health and Welfare and the Division of Vocational Rehabilitation and/or to complete eligibility determinations for blind and/or disabled applicants or recipients. The final report, summary, or other final product within which the information will be contained is the official record folder of the blind and/or disabled applicant and/or recipient; and will be distributed to any other agency only with the particular applicant's or recipient's knowledge and written consent. Further, this agreement will not in any way affect or alter the specific duties and responsibilities of any party to the agreement.

#### IV. TERMINATION OF AGREEMENT

Any party may terminate this cooperative agreement at will, provided that notice of termination is given at least sixty (60) days in advance. The Idaho Department of Health and Welfare or Division of Vocational Rehabilitation may terminate this agreement without giving sixty (60) days advance notice if any



party fails to perform any of the covenants or conditions of the agreement. Further, this agreement shall be deemed null and void and terminate if any of the purposes and/or final products, as stated in Sections III, B, are substantially modified. Further, this agreement shall remain in perpetua until terminated as agreed upon in the above-mentioned termination policy.

*Mitta Allen*  
SIGNED

*Dale C. Rich*  
SIGNED

DIRECTOR, DEPARTMENT OF HEALTH  
TITLE AND WELFARE

ADMINISTRATOR, IDAHO DIVISION OF  
TITLE VOCATIONAL REHABILITATION

DECEMBER 30, 1980  
DATE

DECEMBER 30, 1980  
DATE

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COOPERATIVE AGREEMENT

BETWEEN

THE DEPARTMENT OF HEALTH AND WELFARE

AND

THE IDAHO DIVISION OF VOCATIONAL REHABILITATION

Pursuant to Section 402(a)(19) of the Social Security Act providing for the exchange of information regarding individuals' eligibility for and receipt of AFDC, and I.C. 56-203(a) providing for the cooperation with other government agencies in the administration of public welfare services, the Department of Health and Welfare, hereinafter referred to as DHW, and the Idaho Division of Vocational Rehabilitation, hereinafter referred to as VRS, hereby agree to the following:

FUNCTIONS TO BE PERFORMED BY THE DEPARTMENT OF HEALTH AND WELFARE

- A. The DHW shall refer applicants and recipients for AFDC who claim an exception to the work and training requirements because of disability or incapacity to VRS for service;
- B. The DHW shall notify VRS of closures or other changes in the applicant/recipient's status;
- C. The DHW shall take appropriate action on cases in which notification is received from VRS that an applicant or recipient has failed to participate or cooperate in efforts to provide training, retraining or job placement;
- D. The DHW shall maintain standards of confidentiality comparable to those of VRS as set forth in the Administrative Procedure Process.

FUNCTIONS TO BE PERFORMED BY THE IDAHO DIVISION OF VOCATIONAL REHABILITATION

- A. The VRS shall document the applicant/recipient's registration and forward this information to the DHW;
- B. The VRS shall notify the DHW of the failure and the reason for failure of an applicant/recipient to participate with the VRS;
- C. The VRS shall notify the DHW of VRS case closure and the reason for closure of any applicant/recipient;
- D. The VRS shall maintain standards of confidentiality comparable to those of DHW as set out in Title 5, Chapter 1, of the Rules and Regulations of the Department of Health and Welfare entitled "Disclosure of Records."

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